

**Newell Porcelain Company, Inc. and United Electrical, Radio and Machine Workers of America (UE).** Case 6-CA-23560

June 12, 1992

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND OVIATT

On January 23, 1992, Administrative Law Judge Richard H. Beddow Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed a brief in opposition to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

The judge found that the Respondent refused to recognize and bargain with the postaffiliation Union in violation of Section 8(a)(5) and (1) of the Act. For the reasons set forth below, we disagree with the judge and shall dismiss the complaint.

On June 8, 1990, the Independent Porcelain Workers Union (IPWU), a local unaffiliated union, was certified as the collective-bargaining representative of the Respondent's production and maintenance employees. The Respondent and the IPWU thereafter met in negotiations 19 times but were unable to reach a final agreement. The failure to secure an agreement spurred the IPWU to seek affiliation with a larger labor organization. On March 19, 1991,<sup>1</sup> the IPWU membership voted 42 to 2 to affiliate with the United Electrical, Radio and Machine Workers of America (UE).<sup>2</sup>

The following day, the UE notified the Respondent that it had been designated the collective-bargaining representative of the above-described unit by virtue of the affiliation vote, and requested bargaining. In response, the Respondent requested certain information regarding the affiliation. On receipt of the information, the Respondent agreed to resume bargaining, and negotiating sessions were held on April 17 and 26, and May 3. The prior union negotiating team remained, with the addition of UE field organizer, Lisa Fisher, and UE International Representative Marion Washington as chief spokesperson in place of the IPWU's former attorney. Washington informed the Respondent at the negotiations that he reserved the right to make

changes to the contract provisions tentatively agreed to in the negotiations prior to the affiliation.

At the April 26 negotiation session, Washington proposed a change in the previously agreed-upon IPWU recognition clause to reflect recognition of the UE and its Local 611. The Respondent rejected this change and counterproposed that it be permitted to recognize the IPWU as "affiliated with the UE." The Respondent's counterproposal was rejected, and the parties were unable to reach agreement on a recognition clause.

At the third and final bargaining session on May 3, the subject of the recognition clause was again raised and the Respondent's counterproposal was again rejected. Thereafter, the Respondent broke off negotiations.

By letter dated May 14, International Representative Washington notified the Respondent that it had canceled three negotiating sessions and thereby was "refusing to bargain in good faith negotiations with the United Electrical, Radio and Machine Workers of America (UE) as the collective bargaining representative for the employees of Newell Porcelain." The letter concluded by requesting bargaining "[o]n behalf of United Electrical, Radio and Machine Workers of America (UE) and its Local 611."

By letter to Washington dated May 16, the Respondent defended its position. The Respondent stated that initially it agreed to bargain because it believed the representations that had been made to it that "what was involved was an *affiliation* between the Independent Porcelain Workers Union and the United Electrical, Radio & Machine Workers of America" (emphasis in original). However, during the negotiations, Washington "refused to agree to language which would implement that which you suggested happened . . . , that is, affiliation." Accordingly, it was now the Respondent's concern that an affiliation had not taken place but rather what had occurred was the replacement by the UE of the IPWU as the employees' bargaining representative.

Thereafter, Washington made various demands for renewed bargaining. By letter dated June 17, Washington requested "[o]n behalf of UE Local 611," that the Respondent resume negotiations.

By letter dated July 19, Washington made two different requests for negotiations. The first sentence of the letter stated that the request was made "on behalf of the United Electrical, Radio and Machine Workers of America (UE) and its Local 611." The last sentence of the letter stated that the request was made "[o]n behalf of UE Local 611."

Finally, by letter dated September 18, Washington requested bargaining "[o]n behalf of the United Electrical, Radio and Machine Workers of America (UE) and its Local 611."

<sup>1</sup> All subsequent dates are in 1991.

<sup>2</sup> Shortly after the affiliation election, a charter was issued to the Respondent's employee thereby creating UE Local 611.

The judge found that the Respondent was obligated to bargain with the postaffiliation Union because the affiliation election was conducted with adequate due process safeguards, and because there was substantial continuity between the pre- and post-affiliation Union. See *NLRB v. Financial Institution Employees*, 475 U.S. 192 (1986).<sup>3</sup> The judge concluded that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with UE Local 611 as the lawful successor of the IPWU.

Our disagreement with the judge is a narrow one. We agree with the judge's finding that following the affiliation election, the Respondent was obligated to recognize and, on request, bargain with the affiliated Union. Significantly, the Respondent did, in fact, recognize and bargain with the affiliated Union. Indeed, during the negotiations, the Respondent proposed recognizing the IPWU as affiliated with the UE. As noted, this is the very entity that the judge found that the Respondent was obligated to recognize. Nevertheless, the Respondent's counterpart at the bargaining table inexplicably rejected this proposal and failed to assure the Respondent in the subsequent bargaining session that it was, in fact, negotiating with the affiliated Union.

It is well established that an employer's statutory duty to bargain with the chosen representative of its employees with respect to rates of pay, wages, and other terms and conditions of employment is an obligation only to the certified or recognized bargaining representative. In this case, the Respondent's obligation runs to the affiliated Union as the lawful successor to the IPWU. That obligation, being exclusive, exacts a "negative duty to treat with no other." *Medo Photo Supply Corp. v. NLRB*, 321 U.S. 678, 683-684 (1944). When the Respondent's proposal to recognize the IPWU as affiliated with the UE was rejected without explanation, the Respondent had reasonable grounds for believing that it might be bargaining with some other labor organization (the UE) in violation of Section 8(a)(2) of the Act. In these unusual circumstances, we find that the Respondent was justified in suspending negotiations pending further clarification of the identity of the party purporting to be the employees' bargaining representative.

We now turn to the Respondent's refusal to resume negotiations. It is axiomatic that an unlawful refusal to bargain must be predicated on a valid union demand for bargaining. *NLRB v. Columbian Enameling &*

*Stamping Co.*, 306 U.S. 292, 297-298 (1939). Given the confusion engendered by International Representative Washington's rejection of the Respondent's proposal to recognize the affiliated Union, any subsequent demand for bargaining in this case can be considered valid only if the Union clarified that the local, not the UE, was the bargaining representative. Such clarification is necessary because the UE, as "[a]n uncertified organization[,] cannot . . . inject itself . . . into a labor relationship where there is a certification, in the face of the statutory provisions as to exclusiveness, certifications, etc." *Auto Workers v. NLRB*, 394 F.2d 757, 761 (D.C. Cir. 1968), cert. denied 393 U.S. 831 (1968). Rather, the UE's role is limited to assisting the exclusive bargaining representative in servicing the unit employees. See *Insulfab Plastics*, supra, 789 F.2d at 964; see *NLRB v. General Electric Co.*, 412 F.2d 512, 516-517 (2d Cir. 1969).

Here, in demanding renewed negotiations, International Representative Washington failed to make clear that the bargaining representative was the affiliated Union rather than the UE itself. Thus, in his May 14 letter, Washington erroneously advised the Respondent that it was refusing to bargain with the UE, which Washington misidentified "as the collective bargaining representative for the employees of Newell Porcelain." The letter concluded with an invalid demand for bargaining because it was made on behalf of both the UE and its Local 611.

Even after receiving the Respondent's May 16 letter explaining the basis for its concern that the UE was unlawfully seeking to displace the affiliated Union, Washington failed to take any action to dispel the confusion he had created. It is true that on June 17 Washington requested bargaining on behalf of UE Local 611. However, this letter standing alone was insufficient to clarify matters because it failed to make clear that the bargaining representative was the affiliated local rather than the UE itself. Further, the June letter was followed by a confusing letter the following month containing two different requests for negotiations: one on behalf of the International and the local, and one on behalf of just the local. Finally, the September demand for bargaining was invalid because it, too, was made on behalf of both the UE and Local 611.

The conclusion we draw from these communications is that the Respondent was not alone in its confusion over the identity of the employees' bargaining representative. In the absence of any clarification, we find that the affiliated Union failed to make a valid bargaining demand sufficient to trigger the Respondent's bargaining obligation vis-a-vis Local 611 as affiliated with the UE.<sup>4</sup> In the absence of a valid demand for

<sup>3</sup> We agree with the judge's findings that there was substantial continuity between the pre- and post-affiliation Union, and that the affiliation election was conducted with adequate due process safeguards. See *Seattle-First National Bank v. NLRB*, 892 F.2d 792, 797-801 (9th Cir. 1989), cert. denied 110 S.Ct. 2618 (1990); *NLRB v. Insulfab Plastics*, 789 F.2d 961, 965-968 (1st Cir. 1986); *May Department Stores Co.*, 897 F.2d 221, 226-230 (7th Cir. 1990), cert. denied 111 S.Ct. 245 (1990).

<sup>4</sup> Compare *Insulfab Plastics*, supra, 789 F.2d at 964, in which the First Circuit affirmed the Board's finding that the employer unlaw-

recognition and bargaining, we cannot find that the Respondent violated the Act. Accordingly, for all these reasons, we shall dismiss the complaint.

### ORDER

The complaint is dismissed.

fully refused to bargain with the affiliated union where the latter clarified to the employer that the bargaining representative was the affiliated union, rather than the International itself, as the union had initially informed the employer.

*Suzanne C. McGinnis, Esq.*, for the General Counsel.  
*John T. Billick, Esq. and Victor T. Geraci, Esq.*, of Cleveland, Ohio, for the Respondent.

### DECISION

#### STATEMENT OF THE CASE

RICHARD H. BEDDOW JR., Administrative Law Judge. This matter was heard in Weirton, West Virginia, on November 8, 1991. Briefs subsequently were filed by the General Counsel and Respondent. The proceeding is based on a charge filed April 25, 1991,<sup>1</sup> by the United Electrical, Radio and Machine Workers of America (UE).

The Regional Director's complaint dated July 11 alleges that Respondent, Newell Porcelain Company, Inc., of Newell, West Virginia, violated Section 8(a)(1) and (5) of the National Labor Relations Act by failing and refusing to recognize and bargain with Local 611 of the International Union as the exclusive collective-bargaining representative of the unit.

On review of the entire record in this case and from my observation of the witnesses and their demeanor, I make the following

#### FINDINGS OF FACT

##### I. JURISDICTION

Respondent is engaged in the manufacture, distribution, and sale of porcelain insulators. It annually ships goods valued in excess of \$50,000 from its Newell location to points outside West Virginia. It admits that at all times material it has been an employer engaged in operations affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act. It also admits that the Union is a labor organization within the meaning of Section 2(5) of the Act, but denies that it has any legal relationship with that Union.

##### II. THE ALLEGED UNFAIR LABOR PRACTICES

Respondent admits that since May 13, 1991, it has not recognized or bargained with Union Local 611 as the exclusive collective-bargaining representative of a unit of its employees but it contends that it is under no obligation to do so because it has a legitimate question as to this legitimacy of the Union's status as the employee's "new" bargaining representative.

At an election in May 1990, Respondent's employees selected the Independent Porcelain Workers Union (IPWU) a

local, unaffiliated union, as the collective-bargaining representative of Respondent's production and maintenance employees including lab technicians and working foremen. The Union was certified on June 8, 1990, and it began an attempt to negotiate a collective-bargaining agreement with Respondent. The parties met 19 times in an approximately 10-month period, but only reached tentative agreement on certain limited provisions, none of which had to do with the major economic terms such as wages, health and welfare benefits, retirement or pension plans, and no contract was agreed on.

At a union meeting in October 1990, the membership began discussions of the possibility of affiliation with a bigger union because of feelings that the independent union didn't appear to have adequate strength to negotiate a contract. After further unsuccessful employer-union negotiations and further membership discussions, IPWU President Michael Nixon invited UE International Union Representative Marion Washington to the Union's February 14, 1991 general membership meeting with approximately 25 members. Washington explained the history and structure of his Union and told them that an International representative could assist in negotiations and make recommendations but that local members have a right to vote on local issues and that the members must run their own local union.

UE International Director of Organization Edmund Bruno attended the next general membership meeting on March 13, and again explained the Union's structure to approximately 25 members and how each local would run its own affairs.

A vote (consistent with union bylaws), in favor of conducting an affiliation election on March 19, was passed and IPWU Secretary/Treasurer Mary Ice prepared and distributed a notice to the members of the IPWU listing the date, time, and place of the election, and officers of the IPWU distributed a second letter to members at Respondent's gate on the morning of the election and employees on layoff or sick leave were notified of the election by telephone.

Out of the 46 members who were eligible to vote, 44 members voted. Although the IPWU had a system whereby voters could be challenged, no "ineligible" persons attempted to do so. The election was an orderly, secret ballot election held during set hours with no electioneering permitted at the polling place. Four observers, none of whom were principal officers in the IPWU or the UE, oversaw the election. Three of the observers were employees of Respondent. The fourth observer was a "neutral" party who works as a volunteer fireman in Newell. Voters were instructed to sign in when they appeared to vote and each was given one ballot, told to go behind a partition, cast his or her vote, fold the ballot, and deposit the ballot in the ballot box which was located 10 to 15 feet from the nearest observer.

At the end of the polling period, IPWU President Nixon began tallying the ballots. Two observers unfolded ballots while Nixon called out the votes. The "Yes" votes and the "No" votes were recorded by the other two observers. The results were 42 votes in favor of affiliation and 2 voting against.

On April 8, a charter was issued to Local 611 by the International Union. The IPWU officers initially elected by Respondent's bargaining unit employees remain the officers of UE Local 611. The stewards have remained unchanged, and membership meetings are held at the same time and place as the IPWU meetings, and are attended by only those employ-

<sup>1</sup> All following dates will be in 1991 unless otherwise indicated.

ees who are members of the same described bargaining unit. "Grievances" are still processed as when employees were represented by the IPWU. Decisions with respect to expending union funds are made in the same manner as when the employees were represented by the IPWU. Finally, the employee-members of the negotiating committee have remained unchanged and any contract agreed on must be accepted by the union membership as was the case with the IPWU.

On March 20, International Union Representatives Washington and Lisa Fisher along with Local 611 President Nixon, Vice President David Mellinger, and Secretary/Treasurer Mary Ice went to the office of Respondent's owner, John Roberts, to deliver a letter. This letter advised that the UE International had, by virtue of an affiliation vote, been designated the collective-bargaining representative of Respondent's employees. The letter was accompanied by a copy of the tally of ballots and Washington orally requested recognition from Respondent. Roberts ignored Washington, directed his attention to former Local President Nixon, and advised Nixon to contact the Respondent's attorney.

The UE then sent a letter to Respondent's attorney advising him of the affiliation and requesting negotiations. Respondent answered by expressing concerns regarding "proof" of the UE's status and requesting answers to a series of questions. On March 28, Washington responded to counsel's request with a letter explaining the new relationship. This letter identified the name of the new union as "United Electrical, Radio and Machine Workers' of America (UE)." Subsequently, Respondent's counsel received a letter dated April 4, from Michael Nixon, who signed the letter as president of the "Independent Porcelain Workers' Union affiliated with the Electrical Workers."

Thereafter, the parties met for negotiations on April 16 and 17 and May 3. The only change in the participants in negotiations was that the UE Field Organizer Lisa Fisher was present and that International Representative Washington replaced Michael Kapp, the IPWU's former attorney, as chief spokesperson.

At the first April meeting, the Union proposed a grievance procedure which Respondent disagreed with because Respondent said it had "been close to" an agreement on a grievance-arbitration procedure with the IPWU.

At the second meeting, the Union revised its grievance procedure proposal (which was still unacceptable to Respondent), and proposed a nondiscrimination clause and a recognition clause to reflect recognition of the UE. Respondent firmly rejected a change in the recognition clause, saying that it had already agreed to a recognition clause with the IPWU. Respondent orally counterproposed that the Respondent be permitted to recognize the IPWU as "affiliated with the UE."

At the May negotiation session, the subject of the recognition clause was again raised, but the UE rejected the use of the name of the former independent union in the recognition clause and no agreement was reached.

A fourth meeting was scheduled; however, Respondent filed an RM petition with the Board and canceled the meeting. The RM petition was initially held in abeyance due to the pendency of the instant proceeding and other charges, but was then dismissed by the Regional Director on June 7. The dismissal was affirmed by the Board on September 11, and

since that time Respondent otherwise has continued to rebuff the Union's repeated requests to resume negotiations.

On May 21, 38 employees identified as "members of UE Local 611," petitioned Respondent to resume negotiations but Respondent did not respond to the petition.

The record otherwise shows that Respondent's counsel sent a letter to Washington, dated May 16 (after the third negotiating session with the UE), in which he stated:

As you know, at the negotiation sessions, it became clear that what was involved was not an affiliation, but rather the end of the Independent Porcelain Workers Union as the certified bargaining representative and its replacement by the Electrical Workers.

Respondent also asserts other "facts" relevant to the validity of the alleged affiliation and notes that the UE is significantly larger than the Independent Porcelain Workers' Union; that there are several more layers of bureaucratic, policy making divisions which were absent in the Porcelain Workers' Union; that the International must become involved in any collective bargaining where the potential for a strike exists and the International must actually approve a strike prior to it being called; that the International has the right to revoke a local's charter, and dues will eventually be paid directly to the International; and that the International become instrumental in bargaining for and determining contract terms for the local during the negotiations.

### III. DISCUSSION

As noted in the Board's decision in *F. W. Woolworth Co.*, 305 NLRB 775 (1991), the United States Supreme Court stated in *NLRB v. Financial Institute Employees (Seattle First National Bank)*, 475 U.S. 192 (1986), that:

In some cases the affiliated union will not petition the Board to amend its certification but will instead wait to see whether the employer will continue to bargain. If the employer refuses to bargain the union may then file an unfair labor practice charge with the Board. In the past the Board required the employer to bargain if the affiliation satisfied its two pronged due process and continuity test. . . .

First, that union members have had an adequate opportunity to vote on the affiliation. *North Electric Co.*, 165 NLRB 942, 943 (1967). The Board ordinarily required that the affiliation election be conducted with adequate "due process" safeguards, including notice of the election to all members, an adequate opportunity for members to discuss the election, and reasonable precautions to maintain ballot secrecy. E.g., *Newspapers, Inc.*, 210 NLRB 8, 9 (1974), enf'd 515 F.2d 334 (C.A. 5, 1975).

The affiliation election in question was conducted in a manner which meets these due-process requirements. Two meetings were held at which the members had an opportunity to discuss the prospect of affiliation with UE representatives. After an election was decided on appropriate notice was provided and the election was held by secret ballot, with no evidence of any irregularity or objection. The result of the election, 42 in favor of affiliation and 2 against affiliation (out of 46 unit employees), shows that the employees overwhelm-

ingly desired affiliation and otherwise I find that the event was consistent with the standards of *NLRB v. Financial Institute*, supra.

The Supreme Court restating the second required element to find a valid successor union as follows:

Second, that there was substantial "continuity" between the pre- and post-affiliated union. The focus of this inquiry was whether the affiliation had substantially changed the union; the Board considered such factors as whether the union retained local autonomy and local officers, and continued to follow established procedures.

As the Board has recognized, "an affiliation does not create a new organization, nor does it result in the dissolution of an already existing organization." *Amoco Production Co.*, 239 NLRB 1195 (1979). Rather, the union will determine "whether any administrative or organizational changes are necessary in the affiliating organization." Ibid. If these changes are sufficiently dramatic to alter the union's identity, affiliation may raise a question of representation, and the Board may then conduct a representation election. Otherwise, the statute gives the Board no authority to interfere in the union's affairs.

The evidence of record set forth above amply demonstrates that there was "substantial continuity" after the affiliations. Specifically, I note that the incumbent local officers retained their positions and continued to play a major role in union affairs following the affiliation in contrast to the facts relied on by the Respondent, *Western Commercial Transport*, 288 NLRB 214 (1988).

Here, the duties and responsibilities of the president, vice president, and secretary/treasurer did not change and all the stewards continue to hold the same positions as before the affiliation. Although the offices of sergeant at arms and trustees have been added since the affiliation, they are held by employee-members and do not affect the "continuity" issue.

The same employee officers continued to participate in negotiations with Respondent after the affiliation election with the only change being that UE International Representative Washington replaced the IPWU's attorney as the employees' spokesman. Despite Washington's role as chief spokesman, I find that the local officers discussed and agreed on all proposals made by the UE representative. Moreover, only the members and not the International representative have a right to vote on and approve the contract and the UE's constitution and bylaws specifically prohibit UE representatives from negotiating alone with an employer.

Since the affiliation election, the members' rights also have remained the same. For example, officers of both the pre- and post-affiliation entity were required to be members in good standing and contract proposals must be accepted by the members. The dues and fee structure have not been changed as a result of the affiliation. While dues will change if a contract is finalized, this will occur as a result of achieving a contract and not as a function of affiliation. Moreover, UE Local 611 has demonstrated that it has authority to change its local documents as shown immediately after the affiliation, when a three-member bylaw committee was formed for the purpose of preparing new local bylaws. Three

meetings were held between March 19 and April 30, during which the three employee-members, none of whom were officers, decided on the new bylaws. Also, grievances submitted by the UE Local 611 are not cleared with the UE district or the International Union. In fact, UE Local 611 created its one grievance form by using its old form as its model. The ability to call a strike has not been altered as a result of the affiliation and the local still retains the right to strike, but must notify the UE International president or his representative prior to the strike and any strike related to collective bargaining must be approved by a vote of the membership of the local union.

The affiliation did not alter the number or location of membership meetings and meetings continued to be held on the first Tuesday of the month at the Newell fire hall. Similarly, meetings of the UE Local 611's executive board continue to take place at either a local funeral home or restaurant, as they did prior to the affiliation.

In essence, it appears that the Respondent is attempting to reject its employees' affiliation because the employees went outside the local community to gain assistance in negotiating a contract for their properly elected collective-bargaining unit. This was done with the approval of the vast majority of employees and only after the Respondent, with the assistance and advice of its own "outsiders" (its chief spokesman and counsel from Cleveland), failed to make timely progress in negotiating a contract. In gaining affiliation with an International union under the circumstances described above, the employees have moved to place themselves on a more equal negotiations footing with the Respondent while retaining substantial continuity between the pre- and post-affiliated union. This is their right under the National Labor Relations Act. Here, I find that the Respondent's attempt to seize on such "nits" as Local President Nixon's use of the phrase "Independent Porcelain Workers Union Affiliated with the UE," in his April 4 letter (after the International had been voted on and had contacted the Respondent), and the Union's request during negotiations to change the previously agreed-on recognition clause to reflect the post- rather than the pre-affiliation name of the Union, as justifications for reasonably questioning the status of the collective-bargaining representative is disingenuous in a manner consistent with the facts in *Insulfab Plastics*, 274 NLRB 817 at 824 (1985).

Here, despite its awareness that 42 of 44 votes (of 46 eligible voters) approved the affiliation (as well as a subsequent May 21 petition for it to resume negotiations signed by 38 employees), Respondent filed an RM petition seeking another election and thereafter refused to meet for any further negotiations. This grasping attempt to find a "loophole" and thereby delay to avoid its bargaining obligation must be recognized as unsupportable and inconsistent with any claim that the affiliation constitutes a dramatic change in the bargaining representative. To require a formal representation proceeding under such circumstances as requested by the Respondent would be an abuse of the Board's procedures.

I conclude that under all these circumstances, UE Local 611 is the lawful successor of the Independent Porcelain Workers Union and that the General Counsel has shown that the Respondent has refused to bargain with this Union in violation of Section 8(a)(1) and (5) of the Act, as alleged.

## CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Independent Porcelain Workers Union, and United Electrical, Radio and Machine Workers of America, Local 611, are, respectively, labor organizations within the meaning of Section 2(5) of the Act.

3. At all times material, United Electrical, Radio and Machine Workers of America, Local 611, has been the exclusive representative for purposes of collective bargaining in the following described unit, which is a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All production and maintenance employees, including working foremen and lab technicians, employed by the Employer at its Newell, West Virginia, facility; excluding office clerical employees, plant clerical employees, kiln firemen and other guards, professional employees and supervisors as defined in the Act.

4. By failing and refusing to recognize and bargain collectively with United Electrical, Radio and Machine Workers of

America, Local 611, Respondent violated Section 8(a)(1) and (5) of the Act.

## REMEDY

Having found that the Respondent has committed certain unfair labor practices, I will recommend that it be directed to cease and desist from engaging in those practices and any like or related conduct, and to post the attached notice. Respondent also will be directed to recognize and on request bargain with United Electrical, Radio and Machine Workers of America, Local 611, as the exclusive bargaining representative of its employees in the above appropriate unit and, if an understanding is reached, embody that understanding in a signed agreement. The initial certification year will be reestablished and deemed to begin again when Respondent first commences to bargain in good faith. See the *Woolworth* case, *supra*, and *Wellman Industries*, 248 NLRB 325 at 343 (1980).

Otherwise, it is not considered to be necessary that a broad order be issued.

[Recommended Order for dismissal omitted from publication.]